

Springville CSD

Springville EA

7/1/2006 6/30/2008

Master Contract
Between the
Springville Education Association
and
Springville Community School District
for the
2006-2008 School Years

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ARTICLE 1: RECOGNITION

UNIT

The Board hereby recognizes the Springville Education Association as the certified exclusive and sole bargaining representative for all personnel set forth in the PERB certification instrument (Case N. 781) issued by PERB on November 25, 1986, whether under contract, either verbal or written, on leave, or on a per diem, hourly, or class rate basis, employed or to be employed by the Board of Education of the Springville School District. Such representation shall cover all personnel assigned to newly created professional positions unless the parties agree in advance that such positions are principally supervisory or administrative.

The unit described in the above certification is as follows:

INCLUDED: All full or part-time professional certified staff.

EXCLUDED: All administrative staff as follows: Superintendents and Principals, and all other persons excluded by Section 4 of the Act.

DEFINITIONS

1. The term "Board" as used in this agreement, shall mean the Board of Education of the Springville School District or its authorized representatives.
2. The term "Employee" as used in this agreement, shall mean all professional employees represented by this Association in the bargaining unit as defined and certified by the Public Employment Relations Board.
3. The term "Association" as used in this agreement, shall mean the Springville Education Association or its duly authorized representatives or agents.

ARTICLE 2: IMPASSE PROCEDURES

A. MEDIATION

If, by ninety (90) days prior to the certified budget submission date, the parties have not reached agreement upon any item subject to negotiation, or if a deadlock is clearly evident earlier than that time, either party may call for mediation. The mediator shall be selected by agreement between the parties. If agreement on the mediator is not reached within five (5) days after the call for mediation, either party may send official notification of impasse to the Public Employee Relations Board (PERB). At the time the official notification of impasse is transmitted to the PERB, a request shall be made to the Federal Mediation and Conciliation Service (FMCS) to designate a mediator. If a mediator from this source is not available within five (5) days after the request is made, either party may request the PERB to appoint a mediator. Copies of this request shall be transmitted to the other party. Both parties shall continue bargaining until a mediator is appointed.

If the request is not sent to FMCS by the parties, and a single party requests mediation, the request shall be sent directly to PERB. The mediator shall meet with both parties to resolve their differences and effectuate a settlement of the dispute, but the mediator may not compel the parties to agree.

B. BINDING ARBITRATION

The parties shall attempt to agree upon a single arbitrator. If agreement on the arbitrator is not reached within five (5) days after the call for final offer arbitration, either party may request a list of three (3) arbitrators from the Public Employment Relations Board. The parties shall determine by lot which party shall have the right to remove the first name from the list. The party having the right to remove the first name shall do so within two (2) days, and the other party shall have one (1) additional day to remove one of the two remaining names. The person whose name remains shall be the arbitrator.

The Board and Association shall submit to the arbitrator within four (4) days of notification by the arbitrator, a final offer on each specific impasse item. Each party shall also submit a copy of a draft of the agreements previously made. The parties may continue to negotiate all offers until agreement is reached or a decision is rendered by the arbitrator.

The arbitrator shall at no time engage in an effort to mediate or otherwise settle the dispute in any manner other than that prescribed in this section.

From the time of appointment until such time as the arbitrator makes a final determination, there shall be no discussion by the arbitrator concerning recommendations for settlement of the dispute with any parties other than those who are direct parties to the dispute.

The arbitrator may hold formal or informal hearings, examine witnesses and documents, take testimony and receive evidence, require the attendance of witnesses and the production of records to assist in making a decision or settlement.

The arbitrator shall consider, in addition to other relevant factors, the following:

1. Past agreements between the parties including the negotiation that led to such agreements.
2. Comparison of wages, hours and conditions of employment of the involved employees with those other employees doing comparable work, giving consideration to factors peculiar to the area and the classifications involved.
3. The interests and welfare of the public, and ability of the employer to finance economic adjustments.

The submission of the impasse items to the arbitrator shall be limited to those issues which the parties have not reached agreement.

Within fifteen (15) days after the first meeting, the arbitrator shall select the most reasonable offer, in his/her judgment, of the final offers on each impasse item. The arbitrator shall give written explanation for the selection of offers and inform the parties of the decision.

The arbitrator shall not compromise nor alter any of the items in any final offer submitted.

The offers selected by the arbitrator and the items previously agreed upon by the Board and Association shall be deemed to represent the agreement between the parties.

C. COST

All cost for mediation and arbitration shall be borne equally by the Board and Association, except the cost of any representatives of each party shall be borne by that party.

ARTICLE 3: GRIEVANCE PROCEDURE

A. DEFINITIONS

1. GRIEVANCE

A grievance is a claim by an employee, a group of employees, or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this agreement.

2. Aggrieved Person

An "aggrieved person" is the person or persons or the Association making the complaint.

3. Party in Interest

A "party in interest" is the person or persons making the complaint and any person, including the Association or the Board, who might be required to take action, or against whom action might be taken in order to resolve the complaint.

B. PURPOSE

The purpose of this procedure is to secure, at the lowest possible level equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. PROCEDURE

1. TIME LIMITS

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. Year-End Grievance

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or within a maximum of thirty (30) days thereafter.

3. Informal Discussion with Principal or Immediate Supervisor

An employee with a potential grievance may first discuss the problem with his/her principal or immediate supervisor, either directly or with the Association's designated representative, with the objective of resolving the matter at the lowest possible level. This discussion must be held within ten (10) school days from the day of occurrence of the event giving rise to the grievance.

4. Level One - Principal (Formal)

If, as a result of the informal discussion with the principal or immediate supervisor, a grievance still exists, the aggrieved person may invoke the formal grievance procedure through the Association on the form set forth in Schedule A. The grievance form shall be available from the Association representative in each building and said form shall be signed by the grievant and a representative of the Association. The grievance must be filed within five (5) school days of the informal discussion in paragraph C-3 above. A copy of the grievance form shall be delivered to the appropriate principal or immediate supervisor. If the grievance involves more than one school building, it may be filed with the Superintendent of his/her designee.

The appropriate principal or immediate supervisor shall indicate his/her disposition of the grievance in writing within five (5) school days of the presentation of the formal grievance and shall furnish a copy thereof to the Association.

If the aggrieved person or the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within the five (5) school day period, the grievance shall be transmitted to level two.

5. LEVEL TWO - Superintendent

The Superintendent or his/her designee shall meet with the aggrieved person and the Association within five (5) school days of receipt of the grievance. Within ten (10) school days of receipt of the grievance the Superintendent or his/her designee shall indicate his disposition of the grievance in writing and shall furnish a copy thereof to the Association.

If the aggrieved person or the Association is not satisfied with the disposition of the grievance by the Superintendent or his/her designee, or if no disposition has been made within ten (10) school days of receipt of said grievance the aggrieved person or the Association may proceed directly to level three.

6. LEVEL THREE - Arbitration

- a. If the aggrieved person or the Association is not satisfied with the disposition of the grievance by the Superintendent, or if no disposition had been made within the time limits, the aggrieved person and Association shall meet within five (5) school days of disposition of the grievance or to discuss the merits of submitting the grievance to arbitration.
- b. If the Association determines that the grievance is meritorious it may submit the grievance to arbitration within twenty (20) school days.
- c. Within ten (10) school days after written notice to the Superintendent of submission to arbitration, the Superintendent and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a written request for a list of arbitrators shall be made to the Public Employment Relations Board (PERB) by either party. The list shall consist of three arbitrators and the parties shall determine by lot which party shall have the right to remove the first name from the list. The party having the right to remove the first name shall do so within two (2) school days, and the other party shall have one (1) additional school day to remove one of the two remaining names. The person whose name remains shall be the arbitrator.
- d. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his/her decision not later than thirty (30) school days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.
- e. The arbitrator shall have no power to alter, change, detract from or add to the provisions of this Agreement, but shall have power only to apply and interpret the provisions of this Agreement to the settlement of issues and grievances arising hereunder.
- f. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. RIGHTS OF EMPLOYEES TO REPRESENTATION

1. Employee and Association

Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or, at his/her option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present at levels as a party of interest and shall have the right to grieve any adjustment of the employee's complaint if such adjustment is inconsistent or contrary to the provisions of this Agreement.

2. Released Time

When it is necessary for an aggrieved party or an Association representative to meet with the Superintendent, his/her representatives, or to participate in arbitration hearings regarding a grievance during the work day, said aggrieved person and representative shall be released without loss of compensation. If the aggrieved party is a group of employees or the Association, no more than three (3) employees will be released without loss of compensation, except by mutual agreement. If a substitute is required to replace a released employee, the cost of such substitute will be paid by the Association.

At any step of the grievance procedure, either party may request the presence of any employee that is affected by the grievance. If the grievance affects a group of employees, the presence of any or all such employees may be requested, without loss of compensation.

E. MISCELLANEOUS

1. Group Grievance

If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the superintendent directly and the processing of such grievance shall be commenced at level two. The Association may process such a grievance through all levels of the grievance procedure.

2. Written Decisions

Decisions rendered at level one which are unsatisfactory to the aggrieved person and all decisions rendered at levels two through three of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association. Decisions rendered at level three shall be in accordance with the procedures set forth in section on arbitration.

3. Meetings and Hearings

All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses, the parties in interest and their designated or selected representatives, heretofore referred to in this Article.

ARTICLE 4: PAYROLL DEDUCTIONS

A. AUTHORIZATION

Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee each pay period and make appropriate remittance for other plans or programs jointly approved by the Association and the Board.

B. DURATION

Such authorization shall remain in effect from year to year unless amended or revoked in writing by a fifteen (15) day notice to the Board.

ARTICLE 5: EMPLOYEE RIGHTS

RIGHTS AND PROTECTION IN REPRESENTATION

The Board, pursuant to Chapter 736A of the Code of Iowa and the Public Employment Relations Act of 1974, hereby agrees that every employee of the Board shall have the right to freely choose to organize, join, and support the Association for the purpose of engaging in negotiations and other concerted activities for mutual aid and protection. The Board further agrees that it shall not directly or indirectly discourage, encourage, deprive or coerce any employee in the enjoyment of any rights conferred by this agreement, laws of Iowa, or the Constitution of Iowa and the United States; that it shall not discriminate against any employee with respect to hours, wages, or terms and conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceedings under this agreement or law or otherwise with respect to any terms or conditions of employment.

STATUTORY SAVINGS CLAUSE

Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under Iowa School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided by law.

EVALUATION OF STUDENTS

The employee shall maintain the exclusive right and responsibility to determine grades and other evaluations of students within the grading policies of the Springville School District based upon his/her professional judgment of available criteria pertinent to any given subject area or activity to which he/she is responsible. Any grade or evaluation changed without the approval of the employee shall be noted on the student's record as an administrative action. Such action is not subject to grievance.

ARTICLE 6: ASSOCIATION RIGHTS

A. USE OF FACILITIES

The Association and its members shall have the right to make use of school buildings and facilities at all reasonable hours for meetings and any equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio visual equipment when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use. Meetings shall be scheduled with the principal of the building.

B. COMMUNICATIONS

The Association shall have the right to post notices of activities and matters of Association concern on employee bulletin boards, at least one of which shall be provided in each school building in areas designated for employee use, such as teachers' lounges and workrooms, but not in areas open to the public or students. The Association may use the district mail service and employee mailboxes for communications to employees.

C. ACCESS TO INFORMATION

The Association shall be furnished on request, regularly and routinely prepared information concerning the financial condition of the school including annual financial report and adopted budget. In addition, the Board and the Administration will grant reasonable requests for other readily available and pertinent information which may be relevant to negotiations and/or the processing of grievances. The Association will also be furnished, copies of the Board Agenda for upcoming Board meetings and minutes of past meetings.

ARTICLE 7: EMPLOYEE EVALUATION PROCEDURE

- A. The method of evaluating the professional teaching staff as defined by Chapter 284 will be in effect for the 2003-2004 school year. This means the use of the standards and criteria and instrument developed by the Department of Education.

Within four (4) weeks after the beginning of the school year employees shall be acquainted by the Superintendent or his/her representative with the evaluation procedures to be observed. A new employee or an employee reassigned after the beginning of the school term shall be notified by the appropriate supervisor of the evaluation procedures in effect. Each notification shall be within four (4) weeks of the first day in the new assignment.

- B. The performance of probationary and beginning teachers shall be formally evaluated a minimum of two (2) times each school year and as deemed practical and necessary by the Superintendent or his/her representative. Beyond their second year of service, employees will be formally evaluated as deemed necessary by the administration.

TIER I is designed for all teachers new to the school district. The primary purpose is to generate usable and reliable data that will support the recommendation for licensure.

Comprehensive Evaluation means a summative evaluation of a beginning teacher by an evaluator for purposes of determining a beginning teacher's competency and for recommendation for licensure.

TIER II becomes the dominant strand within the evaluation system. The purpose of this tier is to provide a structured, supportive and collaborative environment to promote professional development and to create a Professional Development Plan. Performance Reviews apply to teachers other than beginning teachers who have received standard certification. This should be conducted a minimum of once every three (3) years.

TIER III is designed to provide organizational support and assistance to career level teachers who are not meeting the Iowa Teaching Standards. An Intensive Assistant program will be initiated when it is deemed appropriate through the Comprehensive Evaluation or Performance Review process.

- C. Observations of the work performance of an employee shall be conducted openly. Each employee shall receive his/her written copy of all formal evaluations. The employee shall sign the evaluation copy acknowledging receipt of the employee's copy. The employee's signature does not necessarily mean agreement with the evaluation, but rather awareness of the content.

If the employee feels his/her formal written evaluation is incomplete, inaccurate, or unjust, he/she may put his/her objections in writing and have them attached to the evaluation report to be placed in his/her personnel file. The file copy of such objections shall be signed by both parties to indicate awareness of the content.

- D. The employee shall have the right to submit an explanation or other written statement regarding any material used for evaluations for inclusion in his/her personnel file. Any material used for evaluation purpose shall not be placed in the employee's personnel file without the employee's knowledge.
- E. Informal classroom visits by the Superintendent and/or his/her designee may occur at anytime.
- F. The above provisions deal with but a single method of employee evaluation, i.e., evaluation of classroom teaching performance. Nothing in this Article is to be construed as precluding evaluation of employees by any other means whatsoever as deemed appropriate by the administration of the School District.

ARTICLE 8: SENIORITY

Seniority shall be defined as years of consecutive employment within the Springville School District.

Seniority begins at the time a signed teaching contract is received by the Superintendent.

Employees who do not work full time shall receive pro-rated seniority accumulation.

If two (2) or more employees have the same accumulated seniority, the relative order of seniority among them for purposes of this agreement shall be determined by adding previous teaching experience to the accumulated seniority. If two (2) or more employees still have the same accumulated seniority, the relative order of seniority among them for purposes of this agreement shall be determined by said employees drawing lots.

ARTICLE 9: TRANSFER PROCEDURES

A. DEFINITION

The movement of an employee to a different building (elementary/secondary) shall be considered a transfer.

B. INVOLUNTARY TRANSFERS

1. Notice of any involuntary or reassignment shall be given in writing to employees as soon as practical.
2. If the involuntary transfer or reassignment is made, an employee's seniority, certification, experience and academic preparation shall be considered in determining which employee is to be transferred or reassigned. Seniority shall be the determining factor if the other criteria are equal.
3. An involuntary transfer or reassignment shall be made only after a meeting between the employee involved, the Association Representative if requested, and the Superintendent or his/her representative. At the request of the employee, the employee shall be given written reason(s) for said transfer or reassignment.
4. A list of open positions in the school district shall be made available to all employees being involuntarily transferred or reassigned. Such employees may request the positions, in order of preference, to which they desire to be transferred.
5. Employees who volunteer shall be given first consideration by the Superintendent or his/her representative in filling vacant positions pursuant to Section C. Voluntary Transfers.

C. VOLUNTARY TRANSFERS

1. The Superintendent shall post in all school buildings a list of the vacancies which may occur during the school year and/or for the following school year upon the knowledge of such vacancies. Notification will also be sent to each employee who has filed stamped, self-addressed envelopes with the office of the Superintendent for the express purpose of receiving notification of specific vacancies. Vacancies may be filled after (5) calendar days following mailing of the vacancy notices. The above time line shall not apply for vacancies that occur after August 1.
2. All requests for transfers shall be made in writing to the Superintendent. Such requests for transfers for the following year shall be submitted not later than May 1 and for the second semester such requests shall be submitted not later than December 1. Requests for transfer to posted vacancies must be filed within ten (10) calendar days of posting.
3. If more than one employee has applied for the same position, the determination as to which employee shall receive it shall be made on the basis of seniority, certification, academic preparation, and recommendation of the administration.
4. Written notice of transfer shall be given to the employees concerned as soon as practicable.
5. Requests for transfers are kept for only one (1) school year. Renewal must be made each year.

ARTICLE 10: REDUCTION OR REALIGNMENT OF STAFF

A. COVERAGE

All employees under this agreement.

B. LAYOFFS

In the event the employer determines that it is necessary to have a reduction in staff, the employer shall attempt to accomplish such by attrition. In the event that necessary staff reduction cannot be accomplished by attrition the following procedures shall be followed:

Layoffs will be made within the following categories: K-5, 6-12 (within curricular areas, that is, social studies, science, math, English, physical education, etc.) special programs, and federal or state programs. It is the intention of the parties that the above categories shall be considered as separate units.

C. Given the necessity to maintain the most competent and qualified staff available, the employer, in determining which employees are to be reduced will consider:

1. The need to maintain programs of the district.
2. Qualifications-Certification - As determined by past and present evaluations documented in the personnel file.
3. If the above considerations are relatively equal among affected employees the least senior employee will be reduced. Seniority means an employee's length of full time continuous service with the employer since the employee's first semester of hire. A part time teacher shall accrue seniority on a pro rate basis.

D. Once the decision as to the teacher(s) who is (are) to be reduced has been made, the parties shall follow the procedures spelled out in Sections 279.15 of the Iowa Code.

E. RECALL RIGHTS

Any employee laid off pursuant to the policy shall have recall rights to any position for which he/she is or may become certified for two (2) years from the effective date of his/her layoff and shall be recalled to available position in such professional categories in inverse order of the layoff.

An employee selected for recall will be informed by the Board of his/her re-employment in writing. Such written notice shall specify the position to which the employee is being recalled and the date of such recall. Any such notice shall be considered received by the employee when mailed registered mail, return receipt requested, to the last known address of the employee in question, as shown on the School District's records. It shall be the responsibility of each employee on layoff to keep the District advised of his/her current address. Within ten (10) calendar days after an employee receives notice of re-employment, he/she must advise the Board in writing that he/she accepts the position offered in such notice. Any and all re-employment rights granted to an employee on layoff shall terminate upon such employee's failure to accept within ten (10) calendar days any position offered to the employee.

F. NOTIFICATION

The administration shall provide written notice to the Association and to each employee who may possibly be affected by reduction or realignment no later than April 30 preceding each school year. Such notice shall include specific written reasons for reduction or realignment of staff.

G. BENEFITS

Any employee re-employed by exercising his/her recall rights shall be reinstated with all benefits of the master contract.

Any employee who resigns upon request for reasons of staff reduction or realignment, shall be accorded the recall rights provided by this policy unless specifically waived in writing. The Board shall annually provide the Association with a current list of those who have retained such rights provided by this policy.

ARTICLE 11: HEALTH AND SAFETY PROVISIONS

A. PHYSICAL FITNESS - NEW EMPLOYEES

All new employees will be required to submit to a pre employment physical examination, to include tuberculosis testing, after an offer of employment has been made and before the beginning of service. A written report of the physical examination shall be submitted to the District. The Board will pay up to \$45.00 toward the cost of such examination. The Board may require a subsequent examination when in its judgment, such an examination is relevant to any employee's performance or status. The examining physician shall be selected by the Board and the Board shall pay the cost of such examination.

B. PHYSICAL FITNESS - CONTINUING EMPLOYEES

All continuing employees are required to have a tuberculosis test every three (3) years of employment with the District. The Board will pay up to \$45.00 toward the cost of such test.

C. EMPLOYEE FACILITIES

Each school shall maintain the following safety provisions for employees:

1. Free and adequate off-street parking facilities from 7:30 a.m. to 4:30 p.m.
2. A desk, chair and lockable storage area for the use of the employee.

D. PROTECTION OF EMPLOYEES

1. The Board shall determine if unsafe or hazardous conditions exist within the buildings. They will take actions as they solely deem necessary to correct any deficiencies.
2. The Board provides workmen's compensation and liability insurance. Coverage will not extend beyond the limits prescribed in the policies selected by the Board. The Board shall provide notice to the Association of any change in the coverage.
3. Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal.

ARTICLE 12: LEAVES OF ABSENCE

A. PAID LEAVE

1. SICK LEAVE

Employees shall be entitled to sick leave, granted in minimum units of one half day, at a rate of ten (10) days the first year, eleven (11) days the second year, twelve (12) days the third year, thirteen (13) days the fourth year, fourteen (14) days the fifth year, fifteen (15) days every year thereafter. Unused sick leave days shall be accumulated from year to year with a maximum limit of 90 days.

An employee eligible for paid sick leave due to child birth will be granted equivalent sick leave for an adoption.

The individual's accumulated sick leave information will be available on or before the last school day of each school year. Once an employee accumulates 90 days, his/her new allocation will be used before tapping into the accumulated total of 90 days.

Family Illness

In the case of illness of a member of the immediate family within the household or a parent, child, mother-in-law or father-in-law, a teacher may be granted sick leave at the discretion of the administrator for a period not to exceed six (6) working days per school year.

2. PERSONAL LEAVE

Two (2) days of personal leave will be granted per year without loss of pay. Personal leave shall be granted in units of not less than one half day.

The administration shall control their use in order that the operation of the school not be adversely affected by undue numbers of staff absent.

At the end of the school year, employees shall have the option of either transferring unused personal leave to their following years sick leave (not to exceed allowed maximum accrued sick leave) or receiving pay for them as follows: If two full personal days are left unused, the employee will be paid \$100.00, if one full personal day is left unused, the employee will be paid \$40.00.

3. BEREAVEMENT LEAVE

Five (5) days leave: Up to five days of bereavement leave at any one time will be granted to the employee upon the death of the employee's spouse/partner, child, parent, brother, sister, father-in-law and mother-in-law, son-in-law and daughter-in-law. In the event of more time being needed, personal days of leave may be used according to A.2 above.

Three (3) days leave: Up to three days of bereavement leave at any one time will be granted to the employee upon the death of the employee's grandparent, sister-in-law, brother-in-law, or grandchild. In the event of more time being needed, personal leave may be used according to A.2 above.

A maximum of one day may be granted for the death of a close friend or other relative not listed above.

4. JURY DUTY

An employee who is called for jury duty shall be excused from work on the days which he/she serves or is required to appear. He/she shall receive, for each day of jury duty, a day's pay less any amounts received by the employee from other sources for such absence, provided the employee furnished satisfactory evidence that jury duty was performed on the days for which he/she claims payment. Any mileage reimbursement received by an employee shall be exempt from this provision.

When an employee is excused from jury duty, either temporarily or permanently, on any working day, the employee shall complete any remaining hours of his/her working day if required.

5. ASSOCIATION LEAVE

Up to two (2) days shall be available for representatives of the Association to attend conferences, conventions, or other activities of the local, state and national affiliated organizations. The Association will pay the cost of the substitute. If in the future the number of days allowed is increased, the method of payment shall be renegotiated.

6. PROFESSIONAL LEAVE

A teacher who is absent from his/her regular instructional duties for the purpose of attending conferences or professional meetings, or visiting to view other instructional techniques or programs must have the approval of the Superintendent or his/her representative in advance of the meeting. The employee will be reimbursed for expenses, as approved prior to the leave, if evidenced by receipt for said expenses.

B. OTHER LEAVES

1. Any other leaves of absence with or without pay may be granted at the discretion of the Superintendent or his/her representative for good reason. An employee on leave of absence shall notify the district of their intent to return to the district by March 1st. Leave that is granted shall be granted in writing.
2. When an employee returns from a leave of absence, he/she shall return to a position of like status. The employee shall receive credit for the total number of unused sick leave days accumulated prior to the beginning of the leave, in addition to days allowed for the year the employee returns.
3. While on unpaid leave, other than FMLA (Family Medical Leave Act) leave, the employee shall have the opportunity to continue all fringe benefits for one (1) year at the employee's own expense provided the insurance companies agree.
4. An employee shall be entitled to all raises and increments upon return if the employee serves at least one hundred twenty (120) days of the school year. One hundred twenty (120) day period need not be continuous.
5. Extensions to leaves with or without pay for up to one (1) year may be granted upon the request of the employee, pursuant to the procedure in B.1 above.

ARTICLE 13: EMPLOYEE WORK YEAR

A. IN-SCHOOL WORK YEAR

1. Definition of In-School Work Year

The in-school work year shall include days when pupils are in attendance, in-service/work days, parent teacher conferences, and any other days for which employees attendance is required.

2. The in-school work year for teachers shall not exceed one hundred ninety (192) work days.

B. HOLIDAYS

The following holidays shall be observed during the year.

Labor Day, Thanksgiving, Christmas, New Years, Good Friday, and Memorial Day.

If necessary, by mutual consent between the Superintendent and Teacher's Union, Good Friday may be used as a make-up day.

ARTICLE 14: EMPLOYEE HOURS

A. WORKDAY

1. Length of Day

The total in-school workday shall consist of not more than eight (8) hours.

2. Arrival and Dismissal Time

The workday shall start no earlier than 7:30 a.m. local time and end no later than 4:00 p.m. local time. The starting time and dismissal times, which may vary from school to school, and from employee to employee, shall be determined annually by the Board or its designee.

Employees may be excused early by the building principal. On Fridays or on days preceding holidays or vacations which are not in-service/workdays, the employee's day shall end after the buses leave. On Friday in-service/workdays, the employee's day shall end at the same time as it would on a regular Friday.

3. The Administration shall determine when adverse weather is severe enough to pose a threat to the health and safety of the employees in performing their duties. When the Administration determines that there is adverse weather, it may allow employees to arrive late to work or leave after the buses depart.

B. LUNCH PERIODS

Employees shall have a daily, uninterrupted, duty-free lunch period equal to the student's lunch period at their respective building assignment.

1. Leaving the Building

Employees may leave the building without requesting permission during their scheduled duty-free lunch periods, and with permission during their preparation time. Teachers shall notify the office of their intent to leave the building.

C. MEETINGS

Faculty

Employees may be required to remain after the end of the regular workday without additional compensation, for the purpose of attending faculty meetings four (4) days each month. Such meetings shall begin no later than thirty (30) minutes after the student dismissal time and shall run for no more than sixty (60) minutes. If additional time is needed, students shall be dismissed early. Meetings shall not be called on Fridays or on any day immediately preceding any holiday or other day which teacher attendance is not required at school.

Notice and Agenda

The notice of an agenda for any meeting shall be given to the employees involved at least one (1) day prior to meetings, except in an emergency. Employees shall have the opportunity to suggest items for the agenda.

Evening Meetings/Assignments

Employees may be required to attend no more than four (4) evening mandatory meetings or assignments each school year without additional compensation. This would exclude unpaid class or club sponsors or chaperone for activities. In addition to the above, employees may be assigned up to four (4) duties for athletic events only after employees have had an opportunity to volunteer for these assignments. Employees will sign up based on seniority in the District. Compensatory time off for an evening assignment shall exclude said assignment from this Article.

ARTICLE 15: PREPARATION TIME

1. Classroom employees shall, in addition to their lunch period, have daily preparation time during which they shall not be assigned to any other duties. Middle School and High School - one prep period, Elementary teachers - one-half hour or one class period.
2. It is desirable for each employee to have an uninterrupted preparation period each day. The practice of using a regular employee as a substitute, depriving him/her of their preparation period is undesirable. In those cases where regular substitutes are not available, regular employees who volunteer may be used as substitutes during their preparation period. In the absence of volunteers, the administration may assign an employee to serve as a substitute. Such coverage shall be arranged by the principal of the school and shall be distributed equally as possible among the employees of the building.
3. In cases where a teacher needs to miss classes for personal reasons and has the approval of the administration, that teacher may make a swap agreement with other teachers to cover the classes missed.
4. In cases where a teacher must leave classes for school business (field trips, athletic events, etc.) or emergencies, the school will be responsible for covering the classes and financially liable as defined in Section 2.
5. Classes may be assigned to study hall by the administration only.
6. The librarian may be assigned classes and the librarian will have, with approval of the building principal, the option of holding the class in the library or closing the library and going to the classroom.

ARTICLE 16: SUPPLEMENTARY PAY

A. EXTRA CURRICULAR ACTIVITIES

1. The Board and Association agree that the extra-curricular activities listed in schedule one are official school-sponsored activities covered by school agreement.
2. Employee participation in extra-curricular activities shall be compensated according to the rate of pay in schedule one of this agreement.

B. EXPENSE OF TRAVELING

1. Any employee using his/her personal car for field trips or other business of the district shall be paid 25¢ per mile. The employer shall maintain a minimum insurance coverage which is meant to provide liability protection of \$300,000/\$300,000 for the employees using their personal automobiles under this section. Employer's liability takes effect for values greater than employee's coverage but less than \$300,000/\$300,000.

C. EXPERIENCE

1. Any employee assigned extra-curricular activities shall receive up to three (3) years of experience when coming into the school system if she/he has held a similar post in another system.
2. The Board will make every effort to fill every available coaching position from among teacher and administration within the District.

D. SPECIAL ASSIGNMENTS

1. Assignments in adult education and summer school courses shall not be obligatory but shall be with the consent of the employee. Preference in making such assignments shall be given to continuing regularly employed employees in the classification and on a certification and seniority basis.
2. When filling extra-curricular positions, the Board will first consider qualified employees who volunteer. If no qualified volunteers are available, extra curricular positions will be filled by assignment of employees by the Board.

ARTICLE 17: WAGES AND SALARIES

A. SCHEDULE

The salary of each employee covered by the regular salary schedule is set forth in Schedule Two of this agreement.

B. PLACEMENT ON SALARY SCHEDULE

1. Continuing employees shall be placed on his/her proper step of the salary schedule as of the effective date of this agreement.
2. Credit may be given, at the discretion of the Superintendent, for previous outside teaching experience in a duly accredited school upon initial employment. Disputes concerning placement with salary must be resolved when contracts are issued in the spring. Once an employee has signed their contract, placement will not be contested.

C. ADVANCEMENT ON SALARY SCHEDULE

1. Employees on the regular salary schedule shall be granted one increment or vertical step on the salary schedule for each successful year of service until the maximum for their educational classification is reached. A year of employment in the Springville District for one hundred and thirty five (135) consecutive teaching days or more is considered one school year. Employees successfully completing ninety (90) consecutive teaching days or more in one school year will be granted on half increment or vertical step on the salary schedule.
2. Employees on the regular salary schedule who move from one educational lane to a higher educational lane shall move to the corresponding eligible step on the higher lane. For an employee to advance from one educational lane to another, he/she shall file suitable evidence of additional credit earned with the Superintendent ten days prior to the first payroll date of the year.
3. Only hours earned after the date the MA degree is confirmed shall be counted towards MA+ hours. Only hours recognized by the college or university as post-Masters degree hours shall count towards MA+ hours.

D. METHOD OF PAYMENT

1. Each employee shall be paid in 12 equal installments on the 15th of each month.
2. Exceptions:
When a pay date falls on or during a school holiday, vacation or weekend, employees shall receive their pay on the last previous working day.
3. Employees whose contract stipulates more than 192 days of service shall be paid additional compensation. The teaching salary excluding supplemental pay shall be the base for such compensation. For each additional day of service, 1/192 of their base contract amount will be added on. Summer Driver Education is an exception to the above regulation.

E. HIRING BONUS

1. Beginning with the 2001-2002 school year, any employee hired new to the district in a teacher shortage area, (summer programs excluded) as designated by the most recent publication of the Iowa Department of Education, may be paid a hiring bonus, based upon their F.T.E. (full-time equivalency) employee status, as follows:

-A \$1,000.00 bonus to be paid during their first full year of service to the district.

This bonus will be pro-rated for hires of less than a full year.

-A \$1,000.00 bonus to be paid during their second full year of service to the district.

-A \$1,000.00 bonus to be paid during their third full year of service to the district.

ARTICLE 18: INSURANCE

A. TYPES

The Board agrees to make available the following insurance programs:

1. Medical Insurance

The Board agrees to pay towards the single premium cost for the medical plans now available, \$401.35 per month for full-time employees and a pro-rated portion of the \$401.35 per month for part-time employees based upon their F.T.E. (full-time equivalency) employee status.

2. Term Life Insurance

The Board agrees to pay the monthly cost for each regular employee for term life insurance of \$20,000.

3. Long Term Disability

The Board agrees to pay the monthly premium cost for each regular employee for the long term disability plan now provided.

4. Dental Insurance

The Board agrees to pay towards the single premium cost for the dental plans now available, up to \$27.38 per month for full-time employees and a pro-rated portion of the \$27.38 per month for part-time employees based upon their F.T.E. (full-time equivalency) employee status.

All terms and conditions of the existing insurance policies shall supersede any agreement in this article.

The Board shall have the right at any time to procure the insurance plans referred to above from any other reputable insurance company, or self-fund such plans.

Schedule 1
Extra Curricular Salary Schedule
2006-2007

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
H.S. Head Football,Basketball,Wrestling	\$2,300	\$2,525	\$2,750	\$2,975	\$3,200
H.S. Asst. Football, Basketball, Wrestling	\$1,500	\$1,650	\$1,800	\$1,950	\$2,100
H.S. Head Baseball,Softball,Track, Volleyball	\$1,800	\$1,975	\$2,150	\$2,325	\$2,500
H.S. Asst. Baseball, Softball, Volleyball	\$1,175	\$1,275	\$1,375	\$1,475	\$1,575
Asst. Track	\$900	\$1,000	\$1,100	\$1,200	\$1,300
H.S. Golf	\$1,240	\$1,340	\$1,440	\$1,540	\$1,640
Cheer-Fall	\$600	\$650	\$700	\$750	\$800
Cheer-Winter	\$700	\$750	\$800	\$850	\$900
Instrumental Music	\$1,400	\$1,550	\$1,700	\$1,850	\$2,000
H.S./M.S. Vocal	\$1,400	\$1,550	\$1,700	\$1,850	\$2,000
Yearbook	\$1,400	\$1,550	\$1,700	\$1,850	\$2,000
Speech-Individual	\$720	\$770	\$820	\$870	\$920
Speech-Group	\$610	\$660	\$710	\$760	\$810
Drama	\$850	\$900	\$950	\$1,000	\$1,050
MS Football, Basketball	\$1,200	\$1,300	\$1,400	\$1,500	\$1,600
MS Baseball,Softball,Track,Volleyball,Wrestling	\$970	\$1,070	\$1,170	\$1,270	\$1,370
MS Cheer-Fall	\$370	\$420	\$470	\$520	\$570
MS Cheer-Winter	\$470	\$520	\$570	\$620	\$670
MS Instrumental Music	\$560	\$610	\$660	\$710	\$760
6th GR Instrumental Music	\$460	\$510	\$560	\$610	\$660
5th GR Instrumental Music	\$360	\$410	\$460	\$510	\$560
Elementary Vocal	\$360	\$410	\$460	\$510	\$560
H.S. Color Guard/Flags	\$360	\$410	\$460	\$510	\$560
Pom Squad / Drill Team	\$1170	\$1270	\$1370	\$1470	\$1570
Cross Country	\$600	\$650	\$700	\$750	\$800
All day student supervision	\$60.00 per event				

All day supervision pay shall be only for
duties not associated with activities listed on
Schedule 1 and taking place on a non-scheduled
work day.

Assignments will be determined by the Administration

Note: The Pom Squad Coach will be paid the combined total of
HS & MS Winter Cheer Pay.

Schedule 2
Salary Schedule
2006-2007

BASE \$25,675

step/lane	BA	BA+12	BA+24	BA+36	MA	MA+12
1	25,675	26,425	27,175	27,925	28,675	29,425
2	26,175	26,925	27,675	28,425	29,175	29,925
3	26,675	27,425	28,175	28,925	29,675	30,425
4	27,175	27,925	28,675	29,425	30,175	30,925
5	27,675	28,425	29,175	29,925	30,675	31,425
6	28,175	28,925	29,675	30,425	31,175	31,925
7	28,675	29,425	30,175	30,925	31,675	32,425
8	29,175	29,925	30,675	31,425	32,175	32,925
9	29,675	30,425	31,175	31,925	32,675	33,425
10	30,175	30,925	31,675	32,425	33,175	33,925
11	30,675	31,425	32,175	32,925	33,675	34,425
12	31,175	31,925	32,675	33,425	34,175	34,925
13	31,675	32,425	33,175	33,925	34,675	35,425
14	32,175	32,925	33,675	34,425	35,175	35,925
15	32,675	33,425	34,175	34,925	35,675	36,425
16	33,175	33,925	34,675	35,425	36,175	36,925
17	33,675	34,425	35,175	35,925	36,675	37,425
18	34,175	34,925	35,675	36,425	37,175	37,925
19	34,675	35,425	36,175	36,925	37,675	38,425
20	35,175	35,925	36,675	37,425	38,175	38,925
21	35,675	36,425	37,175	37,925	38,675	39,425
22	36,175	36,925	37,675	38,425	39,175	39,925
23	36,675	37,425	38,175	38,925	39,675	40,425
24	37,175	37,925	38,675	39,425	40,175	40,925
25	37,675	38,425	39,175	39,925	40,675	41,425
26		38,925	39,675	40,425	41,175	41,925
27		39,425	40,175	40,925	41,675	42,425
28			40,675	41,425	42,175	42,925
29				41,925	42,675	43,425
30					43,175	43,925

Longevity pay of \$375 for each teacher beyond the allotted steps under the
BA+12 and BA+24 Lanes.

ARTICLE 19: COMPLIANCE CLAUSES AND DURATION

A. COMPLIANCE BETWEEN INDIVIDUAL CONTRACTS AND COMPREHENSIVE AGREEMENT

Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this agreement.

B. SEPARABILITY

If any provision of this agreement or any application of this agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law and the Board and the Association upon mutual agreement shall enter into immediate negotiations to replace said provision. All other provisions or applications shall continue in full force and effect.

C. CONSOLIDATION OF SCHOOL DISTRICTS

If the Springville Community School District is merged or consolidated with another Districts (s), the Board and the Association agrees to meet to discuss procedures to represent faculty rights granted under the existing contract.

D. PRINTING AGREEMENT

Copies of this agreement shall be printed at the expense of the Board. The agreement shall be presented to all employees now employed. If requested, the Board shall provide the Association with up to 10 additional copies.

E. NOTICES

Whenever any notice is required to be given by either of the parties to this agreement to the other, pursuant to the provision(s) of this agreement, either party shall do so by letter or verbal communication to the following designated officers.

1. If by Association, the Board

SPRINGVILLE COMMUNITY SCHOOLS
SPRINGVILLE, IOWA 52336
Address

2. If by Board, to Association

SPRINGVILLE COMMUNITY SCHOOLS
SPRINGVILLE, IOWA 52336
Address

F. DURATION PERIOD

This agreement shall be effective as of July 1, 2006, and shall continue in effect until June 30, 2008 on everything contained in this contract except of Article XVI, A & B , Article XVII, A & E, and Article XVIII, A, 1 & 4.


G. SIGNATURE CLAUSE

In witness whereof the parties hereto have caused this agreement to be signed by their respective presidents, attested by their respective chief negotiators, and their signatures placed thereon, all on the

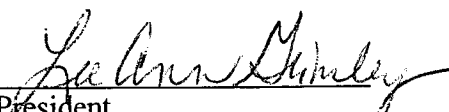
15 day of March, 2006

Springville Education
Association

By 
President

By 
Chief Negotiator

Springville Community School
Board of Education


President

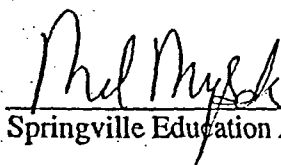

Chief Negotiator

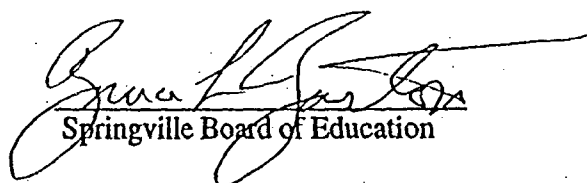
MEMORANDUM OF AGREEMENT

The Springville Education Association and the Springville Board of Education hereby agree to the following:

The district's Phase II money will be rolled into salary schedule 2, beginning with the 2001-2002 school year. The Phase II pay will become part of the salary schedule 2 pay, and no longer a separate pay item. In order to verify the amount of Phase II money available at contract time, both the official enrollment number and the number of special education students attending school outside the district from the previous fall will be used in calculating the Phase II amount available.

Dated this 25th day of April, 2001.


Springville Education Association


Springville Board of Education

SCHEDULE A
GRIEVANCE REPORT

Date Filed

Distribution of Form

1. Association
2. Employee
3. Appropriate
4. Superintendent

School District

Building

Supervisor

Name of Aggrieved Person

LEVEL 1

A. Date Violation Occurred _____

B. Section(s) of Contract or Policy Violated _____

C. Statement of Grievance* _____

D. Relief Sought* _____

Signature

Date

E. Disposition by Principal or Immediate Supervisor _____

Signature of Principal
or Immediate Supervisor

Date

LEVEL II

A. _____
Signature of Aggrieved Person Date Received by Superintendent

B. Disposition by Superintendent or Designee _____

Signature of Superintendent or Designee Date

LEVEL III

A. _____
Signature of Aggrieved Person Signature of Association President

B. _____
Date Submitted to Arbitration Date Received by Arbitrator

C. Disposition and Award of Arbitrator* _____

Signature of Arbitrator Date of Decision

SPRINGVILLE COMMUNITY SCHOOL CALENDAR for 2006-2007

Summary of Calendar

Days in Classroom
 First Semester 87 Days
 Second Semester 93 Days
 Days in Classroom 180 Days

10 Professional Development days
 190 Teacher Contract days

HOLIDAYS

Labor Day (9/4)
 Thanksgiving Day (11/23)
 Christmas Day (12/25)
 New Year's Day (1/1)
 Good Friday (4/6)
 Memorial Day (5/28)

SYMBOLS

- Holidays
- Vacation Days
- └─ Begin Qtr./Sem.
- └─ End Qtr./Sem
- △ Staff Development
- P/T Conf.
- ◆ 2 hr Early Dismissal
- * 12:30p.m. Dismissal

Adopted by the Springville
 Board of Education on
 1/18/2006
 Amended 4/19/06

The School Board May
 Modify this calendar
 as needed

Weather Related make-up
 days will be added to the
 end of the year.

Events

	M	T	W	T	F	
Aug.	7	8	9	10	11	Aug. 7 Registration - Noon to 7:00 p.m. 11,15,16 Prof. S.D. 17 First Day of Classes
	14	15	16	17	18	
	21	22	23	24	25	
	28	29	30	31		
Sept.					1	Sept. 4 Labor Day (No School) 25 Prof. S.D.(ASCC)-No School
	4	5	6	7	8	
	11	12	13	14	15	
	18	19	20	21	22	
	25	26	27	28	29	
Oct.						Oct. 11 2hr Early Dismissal- S.D. 20 End of 1st Qtr. (45 days) 23 Start of 2nd Qtr.
	2	3	4	5	6	
	9	10	11	12	13	
	16	17	18	19	20	
	23	24	25	26	27	
	30	31				
Nov.						Nov. 2 PT-Conf. 4:30-8:00 p.m. 3 PT-Conf. 8:00 to Noon (No School) 8 2 hr Early Dismissal-S. D. 22-24 Thanksgiving Holiday (No School)
	6	7	8	9	10	
	13	14	15	16	17	
	20	21	22	23	24	
	27	28	29	30		
Dec.						Dec. 13 12:30p.m dismissal (ASCC) S.D. 22 2 hr Early Dismissal End of 2nd Qtr. (42 days) End of 1st Sem (87 days) 23-Jan.2 Winter Break (No School)
	4	5	6	7	8	
	11	12	*13	14	15	
	18	19	20	21	22	
	25	26	27	28	29	
Jan.						Jan. 1 New Year's Day (No School) 2 Vacation - (No School) 3 Prof. S.D. (No School) 4 Classes Resume Start of 3rd Qtr Start of 2nd Sem.
	1	2	3	4	5	
	8	9	10	11	12	
	15	16	17	18	19	
	22	23	24	25	26	
	29	30	31			
Feb.						Feb. 7 12:30 p.m. dismissal- (ASCC) S.D.
	5	6	*7	8	9	
	12	13	14	15	16	
	19	20	21	22	23	
	26	27	28			
Mar.						Mar. 8 End of 3rd Qtr (46 days) PT-Conf. 4:00-8:00p.m. 9 Prof. S.D. (No School) 12 Start of 4th Qtr. 19-23 Spring Break (No School)
	5	6	7	8	9	
	12	13	14	15	16	
	19	20	21	22	23	
	26	27	28	29	30	
Apr.						Apr. 6 Good Friday (No School) 11 2 hr Early Dismissal-S.D. 23 12:30 p.m. dismissal-(ASCC) S.D.
	2	3	4	5	6	
	9	10	11	12	13	
	16	17	18	19	20	
	*23	24	25	26	27	
	30					
May						May 9 2hr Early dismissal-S.D. 23 End of 4th Qtr (47 days) End of 2nd Sem. (93 days) End of School Year (180 days) 24,25 Prof. S.D. (No School) 28 Memorial Day (No School)
	7	8	9	10	11	
	14	15	16	17	18	
	21	22	23	24	25	
	28	29	30	31		
June						June. 1
	4	5	6	7	8	
	11	12	13	14	15	